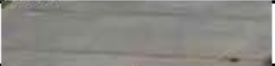















CENTRAL MATERIALS SUMMARY




ATTACHMENT 1
FILE NO. DRV15-01765

APPLICANT DESIGN RESPONSE & FINAL PACKET



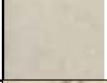







FLATWORK								
SYMBOL	DESCRIPTION	MANUFACTURER	TYPE/MODEL/SIZE	COLOR	FINISH	PROJECT	COMMENTS	IMAGE
C-PP 01	POURED-IN-PLACE CONCRETE	N/A	N/A	NATURAL GREY	MEDIUM BROOM FINISH	STATION PARK VILLAGE CENTER MERIDIAN TOWN CENTER NYBERG RIVERS		
C-PP 02	POURED-IN-PLACE INTEGRALLY COLORED & HAND-SEEDED CONCRETE	AMERICAN SPECIALTY GLASS WWW.AMERICANSPECIALTYGLASS.COM	3/8" SAND/ITE	L.M. BOOFIELD CHROMEX ADMIXTURE #1117 MARCELLONA BROWN AGGREGATE: TERRAZZO ALL- SIZED MIRROR, SIZE D0	BROOM FINISH	STATION PARK VILLAGE CENTER MERIDIAN TOWN CENTER NYBERG RIVERS		
C-PRE 01	PRE-CAST STONE SITE ELEMENT	STONE LEGENDS WWW.STONELEGENDS.COM	N/A	ANTIQUE LINEN	N/A	MERIDIAN TOWN CENTER		
C-PRE 02	PRE-CAST CONCRETE PAVER	ACKER-STONE INDUSTRIES WWW.ACKERSTONE.COM	APPRAN SIZE: 8-14" SQ. / 6-14" X 9-3/8" REC. 2-3/4" THICK	75% MOCHA/ 25% TAN	TUMBLER	MERIDIAN TOWN CENTER		
C-PRE 03	PRE-CAST CONCRETE PAVER	BELGARD HANDSCAPES WWW.BELGARD.COM	CLASSIC CATALINA COLLECTION SIZE: (8) PIECE, 2-3/4" THICK 12" SQ. / 9" X 12" / 8" X 12" / 8" X 8" / 8" SQ. / 3" X 8"	YELK MOUNTAIN - CALIFORNIA	N/A	MERIDIAN TOWN CENTER		
C-PRE 04	PRE-CAST CONCRETE PAVER	BELGARD HANDSCAPES WWW.BELGARD.COM	CLASSIC DUBLIN COLLECTION SIZE: 4" SQ. X 2-3/4" THICK	BELLA	ANTIQUED	MERIDIAN TOWN CENTER NYBERG RIVERS		
C-PRE 05	PRE-CAST CONCRETE PAVER	ACKER-STONE INDUSTRIES WWW.ACKERSTONE.COM	PALAZZO SIZE: 12" X 24" X 2-3/4" THICK SIZE: 34" SQ. X 2-3/4" THICK	CHAMPAGNE	VENETIAN	MERIDIAN TOWN CENTER		
C-PRE 06	PRE-CAST CONCRETE PAVER	ACKER-STONE INDUSTRIES WWW.ACKERSTONE.COM	PALAZZO SIZE: 12" X 24" X 2-3/4" THICK	ESPRESSO	VENETIAN	NYBERG RIVERS		
C-PRE 07	PRE-CAST CONCRETE PAVER	BELGARD HANDSCAPES WWW.BELGARD.COM	CLASSIC CATALINA COLLECTION SIZE: (8) PIECE, 2-3/4" THICK 12" SQ. / 9" X 12" / 8" X 12" / 8" X 8" / 8" SQ. / 3" X 8"	MONTECITO	N/A	MERIDIAN TOWN CENTER NYBERG RIVERS		

SYMBOL	DESCRIPTION	MANUFACTURER	TYPE/MODEL/SIZE	COLOR	FINISH	PROJECT	COMMENTS	IMAGE
S-BAS 01	STONE - BASALT	SOLI ARCHITECTURAL SURFACES WWW.SOLIUSA.COM	NATURAL STONE TILE SIZE: 15" WIDE X 30" LONG X 1/2" THICK	NATURAL	FLAMED	MERRIDIAN TOWN CENTER		ATTACHMENT 1 FILE NO. DRV15-01765 APPLICANT DESIGN RESPONSE & FINAL PACKET
S-COB 01	STONE - COBBLE	KRC ROCK INC. WWW.KRCROCK.COM	BEACH PEBBLE RIVER ROCK SIZE: 2" TO 4" BLEND, FLATTER IN CHARACTER	'SUNBURST'	NATURAL	STATION PARK VILLAGE CENTER MERRIDIAN TOWN CENTER NYBERG RIVERS		
S-GRA 01	STONE - GRANITE	SOLI ARCHITECTURAL SURFACES WWW.SOLIUSA.COM	N/A	'ARGENTINEAN BROWN' (BROWN & GREY, NO RED)	NATURAL	STATION PARK VILLAGE CENTER MERRIDIAN TOWN CENTER		
S-GRA 02	STONE - GRANITE	OREGON TILE AND MARBLE WWW.OTMPORTLAND.COM	N/A	'SUNSET GOLD'	BUSH - HAMMERED	MERRIDIAN TOWN CENTER		
S-GRA 03	STONE TILE	COLD SPRING GRANITE WWW.COLDSPRINGUSA.COM	TRUNCATED DOME PAVER	'LAC DU BONNET'	NATURAL	STATION PARK VILLAGE CENTER		
W-IPE 01	WOOD - IPE	BANNER ELK TRADING COMPANY WWW.BANNERELKTRADING.COM WWW.TRIMSCREW.COM	TABEUBUA SPP. (BRAZIL) SIZE: 5/4" THICK X 4" WIDE CLIP-FASTENER SYSTEM	N/A	UV INHIBITING SEALER	STATION PARK VILLAGE CENTER MERRIDIAN TOWN CENTER		

METAL

SYMBOL	DESCRIPTION	MANUFACTURER	TYPE/MODEL/SIZE	COLOR	FINISH	PROJECT	COMMENTS	IMAGE
M-IRO 01	METAL - CAST IRON DETECTABLE WARNING PLATE	NEENAH FOUNDRY WWW.NFCO.COM	DETECTABLE WARNING PLATE	NATURAL	NATURAL	MERRIDIAN TOWN CENTER NYBERG RIVERS		
PAI 01	PAINTED FINISH	DUNN EDWARDS PAINTS WWW.DUNNEDWARDS.COM	DE6391	'BLACK RUSSIAN'	SEMI-GLOSS	STATION PARK VILLAGE CENTER		
PAI 02	PAINTED FINISH	DUNN EDWARDS PAINTS WWW.DUNNEDWARDS.COM	POLANE HS	'WELLS FARGO' F630XA19069- 4371 UMBRA TEX 25 SHEEN PROFESSIONAL PTG MS0532	SEMI-GLOSS	MERRIDIAN TOWN CENTER NYBERG RIVERS		

WALL APPLICATIONS

SYMBOL	DESCRIPTION	MANUFACTURER	TYPE/MODEL/SIZE	COLOR	FINISH	PROJECT	COMMENTS	IMAGE
G-TIL 01	GLASS TILE MOSAIC	DALTILE WWW.DALTILE.COM	EGYPTIAN GLASS - CUSTOM BLEND: 1" X 1" GLASS TILE ASSEMBLED ON 12" X 12" SHEET	CUSTOM BLEND: 'DUNE EG00', 20% 'CAMEL EG00', 40% 'PYRAMID EG20', 20% 'LUXOR EG21'	20% IRIDESCENT CLEAR/ IRIDESCENT SOLID	NYBERG RIVERS		 <p>ATTACHMENT 1 FILE NO. DRV15-01765 APPLICANT DESIGN RESPONSE & FINAL PACKET</p>
S-LIM 01	STONE - LIMESTONE	SOLI ARCHITECTURAL SURFACES WWW.SOLIUSA.COM	SIZE: CUSTOM CUT X 6/8" THICK	'APOLLO'	HONED	STATION PARK VILLAGE CENTER MERIDIAN TOWN CENTER		
S-LIM 02	STONE - LIMESTONE	SOLI ARCHITECTURAL SURFACES WWW.SOLIUSA.COM	SIZE: CUSTOM CUT 2 1/2" THICK	'APOLLO'	BUSH - HAMMERED	STATION PARK VILLAGE CENTER		
S-LIM 03	STONE - CAST LIMESTONE	HADDONSTONE WWW.HADDONSTONE.COM	ARCHITECTURAL CAST STONE	'WHEAT' 08	N/A	STATION PARK VILLAGE CENTER		
S-SAN 01	STONE - SANDSTONE	SOUTHLAND STONE USA INC. WWW.SOUTHLANDSTONE.COM	NATURAL STONE SIZE: 5/8" THICK	'KOKOMO GOLD'	NATURAL	STATION PARK VILLAGE CENTER MERIDIAN TOWN CENTER		
S-SAN 02	STONE - SANDSTONE	DELTA STONE PRODUCTS WWW.DELTASTONEPRODUCTS.COM	QUARRY STONE	'CHOCTAW'	N/A	STATION PARK VILLAGE CENTER MERIDIAN TOWN CENTER NYBERG RIVERS		
S-SAN 03	STONE - SANDSTONE	DELTA STONE PRODUCTS WWW.DELTASTONEPRODUCTS.COM	QUARRY STONE	'CHERRY HILL'	N/A	MERIDIAN TOWN CENTER NYBERG RIVERS		
S-SLA 01	MODULAR STONE TILE SLATE	SOLI ARCHITECTURAL SURFACES WWW.SOLIUSA.COM	VERSAILLES SLATE' PRE-ASSEMBLED PAVER PATTERN ON MESH BACKING SIZE: VARIES 12"-25" X 1/2" THICK	'EN VILLE'	NATURAL	STATION PARK VILLAGE CENTER		
S-TRA 01	STONE MOSAIC TILE TRAVERTINE	CLASSIC TILE & MOSAIC WWW.CTANDM.COM	MOSAIC STONE TILE PRE-ASSEMBLED TILE ON MESH BACKING 'DIAMOND'	'HONEY ONYX'	TUMBLED	MERIDIAN TOWN CENTER		
S-TRA 02	STONE MOSAIC TILE TRAVERTINE	CLASSIC TILE & MOSAIC WWW.CTANDM.COM	MOSAIC STONE TILE PRE-ASSEMBLED TILE ON MESH BACKING SIZE: 5/8" SQ. X 3/8" THICK	'TRAV NOCE'	TUMBLED	STATION PARK VILLAGE CENTER MERIDIAN TOWN CENTER		

Loading Gate - Character Study

ATTACHMENT 1
FILE NO. DRV15-01765
APPLICANT DESIGN RESPONSE & FINAL PACKET



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Canopy and Awning - Character Study

ATTACHMENT 1
FILE NO. DRV15-01765
APPLICANT DESIGN RESPONSE & FINAL PACKET



CenterCal Properties, LLC | The Village at Totem Lake

Canopy and Awning - Character Study

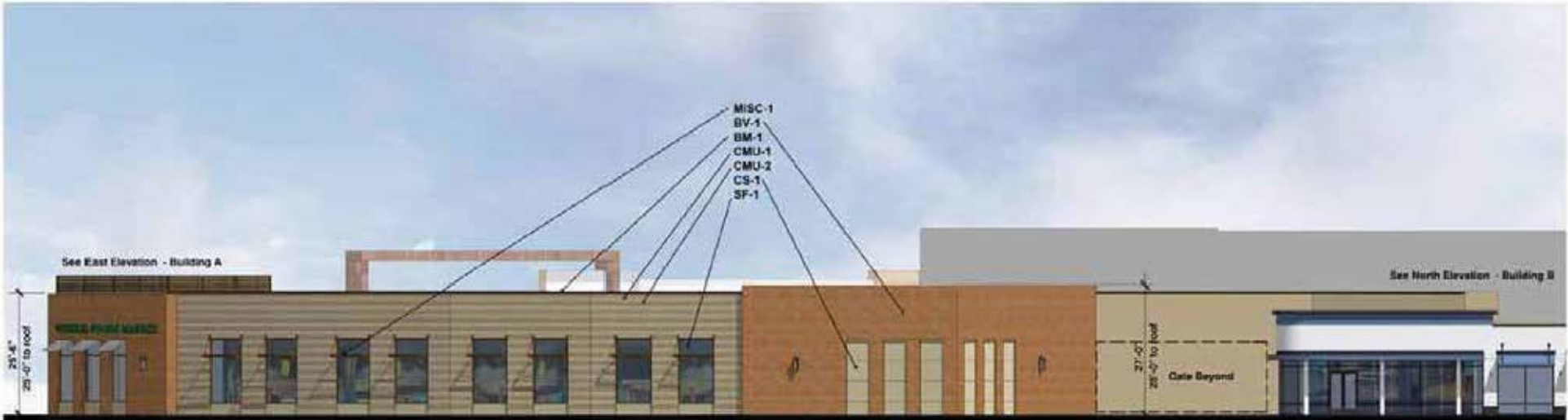
Canopy and Awning - Character Study



Building Elevation Views



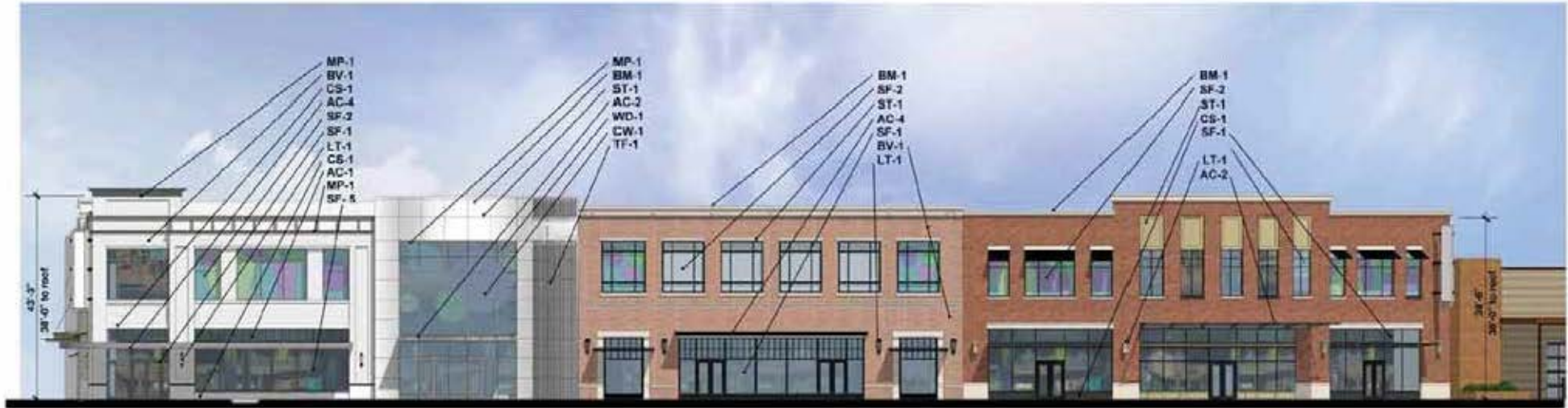
North Elevation - Building B



North Elevation - Building A

Building Elevation Views

ATTACHMENT 1
FILE NO. DRV15-01765
APPLICANT DESIGN RESPONSE & FINAL PACKET



South Elevation - Building B



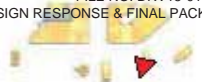
West Elevation - Building B

VERTICAL WORK								
SYMBOL	DESCRIPTION	MANUFACTURER	TYPE/MODEL/SIZE	COLOR	FINISH	PROJECT	COMMENTS	IMAGE/NOTES
BV-1	BRICK VENEER	TBD	STANDARD	TBD		TOTEM LAKE	CC VILLAGE STANDARD 043000	
SV-1	STONE VENEER	TBD	TBD	TBD		TOTEM LAKE	CC VILLAGE STANDARD 044000	
CMU-1	CONCRETE MASONRY UNIT	TBD	STANDARD	TBD	SMOOTH	TOTEM LAKE	CC VILLAGE STANDARD 045000	
CMU-2	CONCRETE MASONRY UNIT	TBD	STANDARD	TBD	SPLIT FACE	TOTEM LAKE	CC VILLAGE STANDARD 045000	
CS-1	CAST STONE	STONE LEGENDS	TBD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 046000	
CS-2	CAST STONE		TBD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 046000	
CS-3	CAST STONE		TBD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 046000	
PLY-1	POLYURETHANE ARCH PRODUCTS	SPECTIS (OR SIM)	TBD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 060000	
SWD-1	SYNTHETIC WOOD PANELING	TBD	TBD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 060000	
WD-1	EXTERIOR WOOD PANELING	TBD	TBD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 060000	
MP-1	COMPOSITE METAL PANEL	REYNOBOND (OR SIM)	WET SEAL	TBD	N/A	TOTEM LAKE	CC VILLAGE STANDARD 070000	
MP-2	COMPOSITE METAL PANEL	REYNOBOND (OR SIM)	RAIN SCREEN	TBD	N/A	TOTEM LAKE	CC VILLAGE STANDARD 070000	
MP-3	CORRUGATED METAL PANEL	CENTRIA (OR SIM)	PROFILE	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 070000	
MP-4	PERFORATED CORRUGATED METAL PANEL	CENTRIA (OR SIM)	PROFILE	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 070000	
MP-5	INSULATED METAL PANEL	CENTRIA (OR SIM)	FORMAWALL	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 070000	
ST-1	STUCCO	STO	STOPOWERWALL CI	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 077000	
EIFS-1	EIFS	STO	STOENERGY GUARD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 078000	ULTRA HIGH IMPACT RESISTANCE TO HEIGHT OF 14'
BM-1	BREAK METAL FLASHING AND TRIM	TBD	TBD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 071000	16 OR 18 GAUGE FLASHING MINIMUM
MR-1	METAL ROOFING	CENTRIA (OR SIM)	STANDING SEAM	STANDARD SELECTION	3 COAT FLUOROPOLYMER FINISH	TOTEM LAKE	CC VILLAGE STANDARD 073000	18 GAUGE, 40 MIL ICE GUARD OVER ROOF SHEATHING
GD-1	GLASS / METAL GARAGE DOOR	TBD	12' X 16'	TBD	PAINTED ALUMINUM	TOTEM LAKE	CC VILLAGE STANDARD 080000	
SF-1	STOREFRONT	ARCADIA	6"	CLEAR ANNOXIDIZED	CLEAR ANNOXIDIZED	TOTEM LAKE	CC VILLAGE STANDARD 084000	
SF-2	STOREFRONT 2ND LEVEL	ARCADIA	4.5"	CLEAR ANNOXIDIZED	CLEAR ANNOXIDIZED	TOTEM LAKE	CC VILLAGE STANDARD 084000	
SF-3	STOREFRONT	ARCADIA	6"	TBD	3 COAT PAINTED FINISH	TOTEM LAKE	CC VILLAGE STANDARD 084000	
SF-4	STOREFRONT 2ND LEVEL	ARCADIA	4.5"	TBD	3 COAT PAINTED FINISH	TOTEM LAKE	CC VILLAGE STANDARD 084000	

ST-1	STUCCO	STO	STOPOWERWALL CI	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 077000	
EIFS-1	EIFS	STO	STOENERGY GUARD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 078000	ULTRA HIGH IMPACT RESISTANCE TO HEIGHT OF 14'
BM-1	BREAK METAL FLASHING AND TRIM	TBD	TBD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 071000	16 OR 18 GAUGE FLASHING MINIMUM
MR-1	METAL ROOFING	CENTRIA (OR SIM)	STANDING SEAM	STANDARD SELECTION	3 COAT FLUOROPOLYMER FINISH	TOTEM LAKE	CC VILLAGE STANDARD 073000	18 GAUGE, 40 MIL ICE GUARD OVER ROOF SHEATHING
GD-1	GLASS / METAL GARAGE DOOR	TBD	12' X 16'	TBD	PAINTED ALUMINUM	TOTEM LAKE	CC VILLAGE STANDARD 080000	
SF-1	STOREFRONT	ARCADIA	6"	CLEAR ANNOXIDIZED	CLEAR ANNOXIDIZED	TOTEM LAKE	CC VILLAGE STANDARD 084000	
SF-2	STOREFRONT 2ND LEVEL	ARCADIA	4.5"	CLEAR ANNOXIDIZED	CLEAR ANNOXIDIZED	TOTEM LAKE	CC VILLAGE STANDARD 084000	
SF-3	STOREFRONT	ARCADIA	6"	TBD	3 COAT PAINTED FINISH	TOTEM LAKE	CC VILLAGE STANDARD 084000	
SF-4	STOREFRONT 2ND LEVEL	ARCADIA	4.5"	TBD	3 COAT PAINTED FINISH	TOTEM LAKE	CC VILLAGE STANDARD 084000	
CW-1	CURTAIN WALL	ARCADIA	PER ENG	TBD	3 COAT PAINTED FINISH	TOTEM LAKE	CC VILLAGE STANDARD 080000	
LV-1	LOUVRE	STOREFRONT	TBD	PER ELEVATIONS	PER ELEVATIONS	TOTEM LAKE	CC VILLAGE STANDARD 089100	
AC-1	AWNING/CANOPY	TBD	CANVAS	TBD, COORDINATE WITH TENANT	TBD	TOTEM LAKE	CC VILLAGE STANDARD 151000	
AC-2	AWNING/CANOPY	TBD	STEEL FRAM WITH TEMPERED GLASS	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 151000	
AC-3	AWNING/CANOPY	TBD	STEEL FRAME WITH METAL PANEL FINISH AND ROOFING SYSTEM	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 151000	
AC-4	AWNING/CANOPY	TBD	STEEL FRAME WITH WOOD SOFFIT BOARD, METAL PANEL FASCIA AND ROOFING SYSTEM	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 151000	
AC-5	AWNING/CANOPY	TBD	STRUCTURAL STEEL FRAME, FASCIA AND COLUMNS WITH STUCCO CEILING AND ROOFING SYSTEM	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 151000	
LT-1	ORNAMENTAL METAL AND GLASS EXTERIOR SCONCE	TBD	TBD	TBD	TBD	TOTEM LAKE	NA	
LT-2	PARAPET LIGHT POST	TBD	TBD	TBD	TBD	TOTEM LAKE	NA	
SF-5	WAN DOOR	TBD	TBD	TBD	TBD	TOTEM LAKE	CC VILLAGE STANDARD 080000	
TF-1	FEATURE BY TENANT	TBD	TBD	TBD	TBD	TOTEM LAKE	NA	

Building Elevation Views

ATTACHMENT 1
FILE NO. DRV15-01765
APPLICANT DESIGN RESPONSE & FINAL PACKET



Building Elevation Views

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Building Elevation Views

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CenterCal Properties, LLC | The Village at Totem Lake

APPENDIX C

Building Elevation Views

Building Elevation Views

ATTACHMENT 1
FILE NO. DRV15-01765
APPLICANT DESIGN RESPONSE & FINAL PACKET



CenterCal Properties, LLC | The Village at Totem Lake

APPENDIX C

Building Elevation Views

Building Elevation Views

ATTACHMENT 1
FILE NO. DRV15-01765
APPLICANT DESIGN RESPONSE & FINAL PACKET



CenterCal Properties, LLC | The Village at Totam Lake

The Village at Totem Lake

KIRKLAND, WASHINGTON
TENANT CRITERIA MANUAL
CENTERCAL PROPERTIES, LLC



SECTION 1 - INTRODUCTION

- 1.1 Purpose of Criteria Manual
- 1.2 Project Information
- 1.3 Project Directory & Required Subcontractors
- 1.4 Governing Jurisdictions & Utility Providers
- 1.5 Addressing

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- 2.1 Tenant's Architect, Engineers & Contractor
- 2.2 Tenant's Use of Landlord's Contractors
- 2.3 Insurance Requirements
- 2.4 Bonds
- 2.5 Taxes
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- 2.13 Sustainable Design

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- 3.2 General Tenant Design Criteria
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- 4.2 Pre-construction Meeting
- 4.3 Construction Safety
- 4.4 Contractor's Construction & Damage Deposit
- 4.5 Contractor Parking
- 4.6 Security
- 4.7 Permits and Inspections
- 4.8 Tenant's Contractors & Suppliers
- 4.9 Coordination

- 4.10 Coordination Fee
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- 4.13 Space Acceptance by Tenant
- 4.14 Modification to Existing Facilities
- 4.15 Work Scheduling
- 4.16 Temporary Power
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- 4.20 Sign Posting
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- 4.22 Punch List
- 4.23 Landlord's Final Acceptance

SECTION 1 INTRODUCTION

1.1 PURPOSE OF CRITERIA MANUAL

Welcome to Plaza 183, a unique shopping environment offering an upscale retail shopping, dining, and entertainment experience!

This manual, along with the Lease Outline Drawing and pertinent building Shell Drawings constitute the Tenant Package in electronic format (CD). This manual has been prepared to assist the Tenant's architect, engineer, and contractor in the preparation of drawings and specifications to construct a store that will meet the design criteria established by the Landlord for Plaza 183. The Landlord's objective is to encourage creative and dramatic storefronts while maintaining a cohesive and high quality design image throughout the center.

The criteria information contained herein is not intended to contradict any lease or code requirements that may govern this project. It is the responsibility of the Tenant's architect, engineer, contractor and subcontractors to comply with all applicable codes, ordinances and Lease terms. Should there be a conflict between the language of this TCM and the Lease or any of its exhibits, the provisions of this TCM shall govern. Any questions concerning the information presented in this manual should be brought to the Landlord's Tenant Coordinator's attention as soon as possible to facilitate timely coordination and minimize design revisions.

See attached Appendix **XX**

1.3 PROJECT DIRECTORY & REQUIRED SUB-CONTRACTORS

See attached Appendix **XX**

Through the criteria in this handbook, the Landlord has set certain design standards that will help tenants create stores compatible with the overall design concept of Plaza 183. The Tenant must read this document carefully and provide copies to their architect and contractor.

1.2 PROJECT INFORMATION

1.2.1 PROJECT ADDRESS

12620 120th Ave NE
Kirkland WA 98034

1.2.2 VICINITY MAP

1.2.3 SITE PLAN

1.4 GOVERNING JURISDICTIONS & UTILITY PROVIDERS

See attached Appendix **XX**

1.5 ADDRESSING

Contact the Landlord Tenant Coordinator to obtain the Physical / Mailing Address for your Tenant Space.

SECTION 2 TENANT INFORMATION

2.1 TENANT REPRESENTATIVES

2.1.1 TENANT'S ARCHITECT, ENGINEERS & CONTRACTOR

The Tenant must use professionals licensed in the state of California for the design of their space. The Tenant may elect to contract with the Landlord's in-house architect. During the Submittal process, The Tenant shall submit a complete list of consultants contracted to design Tenant's premises on the Preliminary Drawings Submittal Form.

In the event that Tenant's Work will require modifications to Landlord's structure or Building Systems, approval by Tenant Coordinator is required and the Landlord's Structural and Mechanical Engineer is required to be used for these design services, at Tenant expense.

A complete set of working drawings is required for review and approval by the Landlord's Tenant Coordinator before Tenant may proceed with any construction. It is Tenant's responsibility to provide the Tenant Coordinator with these drawings per the provision of Section 2.10 of this TCM. Tenant's awareness of these requirements will help prevent delays resulting from incorrect, incomplete or unacceptable design submittals.

National Tenants who have recognized store designs must modify their standard designs to comply with design intent of the Center and meet criteria of this Tenant Criteria Manual.

In order to obtain a building permit, The Tenant's architectural, mechanical and electrical drawings must contain the seal and signature of the preparing architect and engineers, all of whom must be registered in the State of California.

2.1.2 TENANT'S CONTRACTOR

The Tenant's General Contractor must be approved by the Landlord's Tenant Coordinator prior to starting Tenant's work. The Tenant may not act as its own General Contractor unless the Tenant has extensive prior experience as a General Contractor and is licensed as a General Contractor in the State of California. The Tenant's Contractor must be familiar with all provisions of this manual.

The Landlord's representatives may make periodic inspections to monitor Tenant's construction. The Tenant's General Contractor must be present at all times to supervise the work of subcontractors working in the Tenant's space.

2.2 TENANT'S USE OF LANDLORD'S CONTRACTORS

Certain construction activities, which affect Life Safety, Warranties or the integrity of Landlord's Property, must be performed by Landlord's Contractors, at Tenant's expense. Tenant or Tenant's Contractor must contract directly with Landlord's Contractor. If Tenant requested work is contracted through Landlord, a ten percent (10%) coordination fee will be added to cost. These activities include, but are not limited to the following:

- Modifications to exterior walls or building structure.
- Roof penetrations, modification or repair. Note: no contractor or subcontractor shall be permitted onto roof without prior permission from Tenant Coordinator.
- Modifications to existing fire sprinkler system
- Modifications to existing fire alarm system.
- Shutdown of the Landlord's building systems to accommodate Tenant work.
- Ensure timely completion of Landlord's work for the building or Center.

2.3 INSURANCE REQUIREMENTS:

The Tenant's Contractor is required to provide insurance coverage in accordance with Appendix **XX**

2.4 BONDS

Not Applicable

2.5 TAXES

The Tenant's Contractor is responsible for any local and business taxes related to construction of Tenant's work.

2.6 DELIVERIES (NON CONSTRUCTION)

All freight shipped to the Tenant's store before the Tenant's personnel arrive should be addressed to Tenant's representatives at the Tenant's store address. All deliveries shall be made through rear door except for oversized items (e.g.: 4'x12' drywall). Deliveries are to occur prior to 9:00am. The Landlord's Tenant Coordinator will impose restrictions on heavy or hard wheeled delivery vehicles once final common area finishes are in place.

2.7 TRASH DISPOSAL

It is Tenant's responsibility to keep its premises clean and orderly during the duration of construction activities. The Tenant's contractor shall remove all materials that would delay or impede the progress of construction activities of the Landlord or surrounding tenants on a daily basis. It is Tenant's responsibility to remove all packaging and move-in debris from their store prior to opening.

2.8 EXISTING CONDITIONS

Tenant and Tenant's Architect shall thoroughly review related core and shell drawings and visit Tenant's space to verify all field dimensions and conditions prior to starting preliminary drawings. Tenant accepts the space "as-is" and is responsible

to perform all work including demolition, if necessary for Tenant's design, to improve the space in accordance with Tenant Plans.

2.9 LANDLORD'S APPROVAL PROCESS

Before any store construction activities commence, the Landlord's Tenant Coordinator must review and approve both Preliminary Drawings and Final Construction Documents prepared by Tenant's Architect and / or Engineer(s). Submission of plans must be in accordance with the time schedule specified in the lease. Sufficient time must be allowed for the Landlord's approval processes. The Tenant should allow approximately 7 working days for Landlord's Preliminary plan review and 10 working days for the Landlord's final review. Allow an additional 5 working days for each re-submittal review by Landlord.

2.9.1 APPROVAL STAMP

All documents submitted to Landlord will be electronically stamped and a copy of the documents returned to Tenant's Architect for appropriate action. Tenant may proceed with construction based upon Approved Final Construction Documents. An Approved set of drawings must be kept in Tenant's space at all times.

2.9.2 PRELIMINARY DRAWINGS SUBMITTAL:

The Tenant shall provide the Landlord's Tenant Coordinator a preliminary electronic drawing set drawn to appropriate architectural scale, that includes the following information:

- Key plan
- Floor plan at ¼"=1'-0"
- Storefront Elevation at ¼"=1'-0"
- Reflected Ceiling plan at ¼"=1'-0"

In addition to the required drawings, the following information must accompany each submittal:

- Material sample board (labeled and keyed to plan) no larger than 11"x17" mounted on foam core board.

- Color rendering or photograph of storefront prototype.
- Complete list of consultants contracted to design Tenant's premises.
- One (1) copies of the completed Preliminary Submittal Form.

Incomplete submittals will be returned immediately to the Tenant's Architect without action. Tenant must clearly delineate any requested deviations from Landlord's or Lease criteria.

Upon completion of the Landlord's preliminary plan review a set of electronic red-lined drawings will be returned to the Tenant.

2.9.3 PRELIMINARY SUBMITTAL FORM

See attached Appendix **XX**.

2.9.4 FINAL CONSTRUCTION DOCUMENTS SUBMITTAL:

The Tenant shall provide the Landlord the following information:

- An electronic final drawing set drawn to appropriate architectural scale. Note: Drawings must include stamps and signatures affixed by an architect and / or engineer licensed in the state of California.
- One (1) copy of the completed and signed Final Submittal Form.

Upon completion of the Landlord's Final Construction Documents review an electronic set of red-lined drawings will be returned with any Landlord requested modifications to the Tenant.

After the Landlord's Final Construction Documents approval, any changes or modifications to the construction documents or the Tenant's interior improvements must be approved by the Landlord in writing.

2.9.5 FINAL SUBMITTAL FORM

See attached Appendix **XX**.

2.10 DRAWING REQUIREMENTS

The Tenant's Construction Documents shall include the following:

2.10.1 COVER SHEET

- Tenant name
- Project directory
- Location plan with address
- Leased square footage
- Architectural symbols list
- Drawing list
- Building code criteria / Summary info
- Occupancy load summary / Exiting plan
- Building data, use and construction type
- Flame spread ratings of materials (Per Code)
- Responsibility matrix
- Landlord provided notes.
- (See Section 2.10.9)

2.10.2 FLOOR PLANS (1/4"=1'-0")

- Demising and interior partition wall locations including dimensions.
- Restroom facilities.
- Location of fixtures and equipment.
- Recessed service door (if applicable).
- Location of access panels in floor (if applicable).
- Identification of waterproof membrane locations.
- ADA path of egress indicated.
- Door and room finishes schedules.
- Typical wall sections.
- Location of any floor or roof loading in excess of shell design criteria.

2.10.3 STOREFRONT ELEVATIONS & DETAILS (1/4"=1'-0")

- Storefront entry elevations.
- Section cuts through storefront.
- Interior store elevations.
- Identification of finishes and colors.
- Longitudinal and typical section through storefront from slab to roof.
- Typical section through demising walls.
- Floor transitions details.
- Door Details.
- Seismic bracing details (as required)

2.10.4 REFLECTED CEILING PLAN (1/4"=1'-0")

- Ceiling heights.
- Identification of ceiling materials.
- Exit lights.
- Emergency lights.
- Light fixtures.
- Sprinkler heads.
- Air diffusers and grilles.
- Access panels.
- Details for seismic bracing as required

2.10.5 SIGNAGE DRAWING REQUIREMENTS

(Coordinate with Signage Criteria Manual)

- Incorporate signage into storefront elevation.
- Indicate letter height.
- Provide typical letter section.
- Method of wiring and mounting.
- Indicate color and materials.
- Blade sign

2.10.6 MECHANICAL DRAWING REQUIREMENTS

Size and location of all mechanical equipment including dampers, thermostats. Seismic supports/braces for mechanical equipment as required by jurisdiction. Point of connection details at connection to all Landlord provided stubs. Location of all plumbing shut-off valves. Location of grease trap if required.

Schedules and details indicating equipment capacities and requirements.

2.10.7 FIRE SPRINKLER DRAWING REQUIREMENTS

Provide a copy of fire sprinkler drawings, Tenant may be required to contract with Landlord's sprinkler contractor, confirm with Landlord's Tenant Coordinator.

2.10.8 ELECTRICAL DRAWING REQUIREMENTS

Location of Tenant electrical panels and transformers. Seismic supports/braces for electrical equipment as required. Load schedule, riser diagram, lighting/energy budget, fixture and panel schedules. Fire alarm drawings. Storefront lighting including interface with time clock, signage and lighting within Merchandise Zone.

2.10.9 LANDLORD PROVIDED NOTES

The following Landlord notes must appear on the cover sheet of all Tenant's Final Construction Documents:

- a) The Tenant's general contractor must have a Pre-construction meeting with the Landlord's Tenant Coordinator prior to starting any work. (Refer to section 4.2).
- b) The Tenant's contractor will pay for repair and / or replace the Landlord's property damaged during Tenant improvements. At Landlord's option, this cost will be deducted from Tenant's construction deposit.
- c) All materials used in the construction of this space must be hazardous material free. Tenant's Contractor to certify at end of work that Tenant's work is hazardous material free.
- d) Food related Tenants and upper level Tenants with bathrooms shall provide a

waterproof membrane in wet areas. The water test must be witnessed by the Landlord's on-site representative and special inspector.

- e) Penetrations of Landlord's exterior skin system must be sealed in accordance with the requirements of Landlord's Waterproofing Consultant, at Tenant's expense.
- f) Tenant is to purchase and install a Sensus remote-reading AMR-capable sub-water meter, measuring in gallons. Refer to the section 3.9.2 for specifics. Meter is to be located in Landlord's designated location/common area electrical room. Tenant water meter is to be installed within 2 weeks after Delivery Date.
- g) If applicable, the Tenant's mechanical contractor shall contact the Landlord's Tenant Coordinator prior to making connections to the Landlord's HVAC control systems. All costs associated with Tenant connections to Landlord's building controls shall be the responsibility of the Tenant.
- h) Any penetration or modifications to structural steel or concrete must be coordinated and approved by the Landlord's structural engineer. Structural revisions are to be designed by the Landlord's structural engineer at the Tenant's expense.
- i) Any electrical, mechanical, plumbing, other service items, louvers, vaults, access panels, etc. located on the exterior of the Tenant's space are to be pre-approved by the Landlord as to location and aesthetics. Failure to obtain the Landlord's approval for items deemed to be aesthetically

inappropriate will result in the Tenant being required to remove the offending item and the Landlord's Contractor shall repair all impacted surfaces to their pre-existing condition at the Tenant's expense.

- j) All exterior building lighting shall be designed and hooked up to Landlord's lighting control panel at Tenant's expense. Penetration of Landlord's exterior finishes must be sealed in accordance with the requirements of Landlord's Waterproofing Consultant, at Tenant's expense.
- k) The first 5'-0" into each tenant space is to remain lit for one hour after center closing.
- l) If applicable, all flammable materials must be fire treated in accordance with local code requirements. See attached Appendix XX for more information.

2.11 JURISDICTIONAL APPROVAL PROCESS

2.11.1 REQUIRED PERMITS

Following the Landlord's approval of the Tenant's Final submittal, it is the Tenant's responsibility to apply for and obtain the building permit and any other required permits as well as paying for all applicable fees associated with those permits. All permits are to be prominently displayed in the Tenant's premises. Refer to Section 1.4 for contact information.

2.11.1.1 APPROVAL TIMES

The Tenant is responsible to verify plan review times with governing agencies as workloads vary. The Building Department will not review the Final plans unless they have been stamped Approved by the Landlord.

The following permits may be required:

- Civil / Utilities
- Architectural

- Structural
- Mechanical
- Plumbing
- Electrical
- Fire Sprinkler
- Fire Alarm
- Security System
- Signage (*)
- Health

(*) Note: All interior Tenant store signage must be submitted to the Landlord for approval. Exterior building store signage will require both the Landlord's and the Planning Department approval.

If the Tenant will be processing or serving food in the Tenant's store, the Tenant must also contact the applicable Health Department and provide submittals in the form and number specified by that agency. Refer to Appendix XX for contact information.

2.11.1.2 REQUIRED INSPECTIONS:

The Tenant and its consultants and contractors shall be responsible for obtaining all field inspections, including special inspections and testing required by the City/County.

2.12 BUILDING CODE INFORMATION

2.12.1 APPLICABLE CODES

Each Tenant is responsible for compliance with all current applicable codes. Confirm with the City and/or Governing Agencies for the current edition of applicable codes.

It is the sole responsibility of the Tenant and its consultants and contractors to verify the Tenant occupancy classification and building construction type and comply with all applicable federal, state, local codes and ordinances to meet those criteria.

2.13 SUSTAINABLE DESIGN

Plaza 183 and the Governing Jurisdictions are committed to Sustainable Design on the project. The Tenant is encouraged to explore appropriate sustainable design and construction strategies in the following areas:

- Water Efficiency
- Energy
- Atmosphere
- Materials and Resources
- Indoor Environment Quality
- Storm Water Management

The Tenant is encouraged to review the US Green Building Council's LEED project checklist for utilizing sustainable methods for the design and construction of the Tenant's Premises.

SECTION 3 – TENANT'S WORK

Each Tenant is required by their Lease to comply with the Tenant Criteria Manual. Refer to Lease Exhibits C and C1 for further clarification.

3.1 INTRODUCTION:

The following criteria are provided to give the Tenant maximum design flexibility while maintaining a consistent and high quality retail environment. These criteria will assist the Tenant's architect in creating a store design compatible with the overall design intent of the project.

All storefront, interior designs and materials are subject to the Landlord's approval. It should be understood that the Landlord will review the Tenant's design concept with neighboring Tenants and make judgments that will benefit the entire project.

All Tenants of the center are required under the terms of their Lease to design their individual lease space in accordance with the Tenant Criteria Manual. Tenant storefronts (if applicable) and Tenant interiors shall be designed, fabricated and installed by the Tenant at their own expense. Storefront (if applicable) and interiors must be constructed from top quality materials and shall be maintained by the Tenant. Tenants who have recognized store designs are expected to review these Criteria and modify design so as to assure compatibility with overall design intent of the center and compliance to these Criteria. There are additional requirements for Restaurant Tenants.

3.2 GENERAL TENANT DESIGN CRITERIA:

- a) Any alterations to the Landlord's structure or utilities as a result of ceiling height modifications shall be at the Tenant's expense.
- b) All material must be kept within Tenant's area. No storage of equipment or material is to be kept in unoccupied spaces, center property or parking lot areas.
- c) Any modification, revision, addition, or unusual shell structure loading must receive the prior written approval from the Landlord's Tenant Coordinator. Once approved, construction of the revisions is contingent upon approval of the Tenant's engineered drawings by the Landlord's structural engineer. Such modifications will be at the Tenant's expense including any design, engineering, permits, inspection and construction costs.
- d) Wood blocking, decking and framing may be permitted (subject to local code) below the ceiling line and must be stamped fire retardant. All raised

platforms shall be constructed of non-combustible materials.

- e) No combustibles above ceiling (i.e. transformer, water heaters, combustible building materials, etc.). Cabling to be plenum-rated in accordance with governing jurisdiction requirements.
- f) Provide a 3" high white vinyl store address number and name, located on rear exit door per requirements of Tenant Signage Criteria.
- g) Waterproof membrane is required for all food related and upper level Tenants with bathrooms. Landlord will water test membrane for waterproof capabilities.
- h) All floor penetrations must be sealed liquid tight.
- i) All Tenants are required to have one handicapped accessible toilet, exception may be granted by building department for small Tenant spaces. Tenant is responsible to confirm requirements with the governing jurisdiction.
- j) Support wires for lay-in-ceiling grid, light and HVAC equipment etc. must not be connected to any of the Landlord's mechanical, electrical, plumbing or fire protection piping, equipment or roof. Attachments must be made to the top chord of trusses.
- k) It is the responsibility of the Tenant's architect to field check all dimensions, utilities' locations and conditions prior to and during construction. Start of construction of Tenant's work signifies

Tenant's acceptance of the Tenant space "as-is".

- l) Tenants adjacent to service corridors must provide an alcove so that the exit door is fully recessed behind the lease line when in the open position. The Tenant must match service corridor finishes established by the Landlord throughout the corridor side of the alcove and provide code-required sprinkler coverage. Provide corner guards on all outside corners constructed by Tenant in the service corridor.
- m) If applicable, Tenant must provide for exiting per all applicable federal, local, and jurisdictional codes and ordinances.
- n) Sliding metal security grilles are prohibited.
- o) It is the Tenant's responsibility to maintain the integrity of the Landlord's demising walls, floor slab, roof structure, electrical, mechanical, plumbing, fire sprinkler systems, and fire alarm systems.
- p) The Tenant shall contact all utility providers and shall be responsible for obtaining all meters for water, electric and natural gas at tenant expense.
- q) The Tenant shall provide all store fixtures, furnishings, accessories and / or special equipment (elevators, conveyors, dumbwaiters, etc.), and all work required for their installation.

3.3 STOREFRONT CRITERIA:

Storefronts should convey creativity and uniqueness, not an interior mall or typical strip center. Recessed entries are encouraged; entry door swings shall not extend beyond lease line. Construction of the storefront should use commercial grade hardware and materials of high quality. All storefront designs and materials must be approved by the Landlord prior to start of work. Refer to the approved wall, ceiling and floor materials and finishes within this section.

Storefronts shall be self-supporting. Structural support must be braced to existing structure and shall not penetrate or damage building. Tenant required structural upgrades will require written approval by the Landlord and will be designed by the Landlord's structural engineer at Tenant's expense.

All entries shall be protected from the weather. Protection shall be made by use of canopies, overhangs or recesses in the building facade. The location and general design intent of entry protection is shown on the Landlord's design drawings. Modifications to the design or location of entry protection will be reviewed on a case by case basis. Weather protection for almost continuous coverage is required along all pedestrian walkways along tenant storefronts. All canopies must drain to toward the buildings and downspouts be concealed or interior. Variations to canopy designs will be considered but must fit into The Village canopy standards. Standard awnings are not acceptable and only specialty fabric designs will be considered.

Tenant storefronts will be allowed individuality based on tenant branding/images within the limits of the architectural character of The Village at Totem Lake and the current building façade designs. The existing design of the buildings will

remain as the background relative to façade articulation, style, quality of materials and heights. Tenant designs must be integrated into the current design, respecting the quality and 'village' design. Tenant storefronts will work within the vertical pilasters and glazed opening.

Variations to the building design will be subject to the interpretation and aesthetic perspective and subjective approval of Landlord. Design changes that are considered inconsistent with the project quality and character, including building designs may require further review by the city and potentially require presentation and approval from the Design Review Board.

Standard aluminum and glass designs will not be acceptable but quality alternative frames, doors, hardware and architectural finish hardware etc. will be required. Thresholds will be low profile and flashing details minimized and quality materials.

3.3.1 CONCRETE SLAB

Retail space floor slabs will be constructed by Landlord and will consist of a minimum 4" thick, unreinforced concrete slab with a reasonably smooth trowel finish.

3.3.2 SIGNAGE AND GRAPHICS

Refer to Tenant Signage Criteria Manual.

3.3.3 VISUAL DISPLAYS

All Tenants are encouraged to rotate or change their visual merchandising on a regular schedule. All display fixtures and retail graphics shall be of the highest professional standard and should be integrated into the architectural design and character of the entire storefront.

Temporary signs for special sales, clearance, advertising banners, or placards within this zone must be placed at least 2+" behind the storefront

glazing. Signs of this type are not permitted on the storefront glazing

No pegboard, continuous slat-wall, wire grid, mirrors of any kind may be placed in or extend into any part of the Merchandising Zone.

3.3.4 SHADING DEVICES

The use of shading devices and solar heat controlled products will be allowed at locations where Tenants may be subject to amplified climactic conditions that can affect inventory. The fabric must maintain 35% openness when in use. The structure and / or mechanics of shading device shall be concealed in the interior architecture.

3.3.5 TRANSPARENCY RATIO

The Transparency Ratio is defined as the amount of glass or unobstructed openings, versus the amount of solid wall area. Using this definition, 70% of the storefront shall be either transparent, clear glass, or openings.

Storefront Glazing that has inherent or applied tinting and / or coloration may not be permitted.

3.3.6 ENTRANCE FLOORING

The Tenant is responsible for the installation of flooring materials at entrances. Tenant's floor shall be level and flush with common area finish materials. The integration of graphics, logos and other store identifiers in the flooring is considered desirable. Based on the location of the Tenant's store specialty paving features may be required.

3.3.7 ENTRANCE LIGHTING

Recessed portions of storefront shall be illuminated with incandescent pendant mounted or incandescent recessed can fixtures. Wall mounted fixtures may not be permitted on the shell building.

Strobe lights, blinking and fluorescent lighting are not permitted.

To protect the visual environment, all of the Tenant's light fixtures, in regard to brightness, orientation and glare, are subject to Landlord's approval upon completion.

Tenant's storefront lighting shall remain illuminated after hours as designated by the Landlord. Lighting in the Merchandizing Zone is required to be circuited and switched separately from other store fixtures on the Tenant's panel and controlled by a time-clock.

3.3.8 MERCHANDISING ZONE

The "Merchandising Zone" area, five (5') feet back from Lease Line within Tenant's premises, is important in reinforcing the quality of a store and the overall visual character of the entire center.

3.3.8.1 APPROVED MATERIALS

The following materials and finishes are permitted in the design of the storefront and merchandising zone:

- a. Glazing: clear tempered or laminated safety glass. Shading devices, where required must have 35% openness.
- b. Metals and metal panels (mechanically finished, brushed or rolled) or factory painted.
- c. Ceramic, quarry and stone tile or terrazzo with a "non-slip" surface
- d. Cast Stone or plaster is acceptable in small quantities.
- e. Tromp d'oeil shall be approved on a case by case basis.

3.3.8.2 Disapproved Materials

The following materials and finishes are not permitted in the design of storefronts and merchandising zone/sales floor/restrooms:

- a. Glass Block
- b. Metal laminated wallboard

- c. Distressed or unfinished wood panels or plywood.
- d. Vinyl flooring or wall covering.
- e. Plastic laminates.
- f. Carpeting on floors and walls.
- g. VCT tile
- h. Textured paint and spray-on coatings
- i. Pegboard walls and slat-wall fixture systems Plastic elements.
- j. Acoustical Ceiling Tiles
- k. Unsightly freestanding security/shoplifting detection devices.
- l. Rubber wall base.
- m. FRP in restrooms or any area visible to the public.

3.4 CANOPY CRITERIA

3.4.1 CANOPY PROJECTIONS

Projecting canopies are allowed as part of the storefront design proposal and may be required by Lease. Canopy design must be consistent with overall building and center design. Canopies must be constructed from quality, durable materials and shall be maintained by the Tenant.

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3.4.2 CANOPY SPRINKLERS

Tenants, as a requirement of local codes, must provide sprinklers within recessed entries or vestibules. Sprinkler fixtures within this area shall be semi or fully recessed.

3.4.3 SIGNAGE AND GRAPHICS

Refer Tenant Signage Criteria Manual.

3.4.4 CONFIGURATION

To maintain the overall image of the Center, canopy styles and shapes that infringe on the sight-lines and / or frontage of adjoining tenants are prohibited. The following canopy and trellis designs are also not permitted:

1. Styles with end caps or sides.
2. Canopies with Distressed or Unfinished Wood.
3. Solariums or greenhouses.
4. Plexiglas, Lexan or Plastic..34

3.4.5 FABRIC AWNING

Fabric awnings must be made from flame resistant materials. No vinyl will be permitted. Solid fabric colors are preferred. Two toned, multicolor, striped or wave patterns, as they relate to Tenant's identity shall be approved on a case-by-case basis.

3.4.6 LIGHTING

Tenants are required to install lighting under all storefront canopies along the length of the Tenant's storefront. This area shall be illuminated with incandescent pendant mounted fixtures. All fixtures and conduit must be completely concealed within storefront or canopy structure.

To protect the visual environment, all Tenant's light fixtures are subject to approval in regard to brightness, orientation and glare upon completion. Strobe lights, blinking and / or fluorescent lighting are prohibited.

3.5 INTERIOR CRITERIA

3.5.1 PARTITIONS

The Tenant's Contractor shall furnish and install all interior partitions. Interior partitions shall be metal stud with finish taped gypsum wallboard, rated where required by code. No wood framing is allowed. All wall finishes shall be furnished and installed by the Tenant's Contractor.

3.5.1.1 DEMISING PARTITIONS

All demising partitions are non-load bearing. The Tenant may not hang or support fixtures from demising partitions, structural backing must be provided for any Tenant merchandising and shelving. The Tenant is responsible for insulation

and Tenant-side drywall on all demising partitions. Tenant also is responsible for preventing sound transmission or odors from Tenant's space into adjoining tenant space.

3.5.1.2 INTERNAL PARTITIONS

The Tenant shall provide all interior partitions within the lease space, except as provided by the Lease. Tenant shall provide all interior finishes.

All interior partitions must be constructed of noncombustible materials. No wood framing is allowed.

Wall finishes shall receive a U.L. listed fire retardant treatment. Gypsum board column enclosures at area separation walls are fire-rated and may not be removed.

3.1.5.3 INSULATED PARTITIONS

All Tenants in the following use groups will insulate demising partitions with six-inch (6") minimum sound attenuation batts to prevent sound from spreading to adjacent Tenants and Landlord spaces.

1. Restaurants
2. Record and Media stores
3. Any Tenant that creates odors or sounds that can be experienced by adjacent spaces

3.1.5.4 ACCEPTABLE FINISH MATERIALS:

The following finishes are generally allowed with specific approval of the Landlord:

1. Commercial grade wall covering.
2. Flame-Resistant Natural Wood Panels.
3. Flame resistant Fabric.
4. Plastic Laminate wall panels
5. Mirrors (in limited areas)
6. Enameled Steel
7. Slat-wall (not more than 30% of wall)
Material must be custom colored, fitted with aluminum reinforcing strips, and combined with other acceptable wall display systems. All screw holes must be covered and edge conditions must be

trimmed. Large expanses of uninterrupted Slat-wall or panel systems are not permitted

3.5.2 FLOORING DESIGN

Tenant finish materials must be carefully selected and installed with their surface flush with Landlord's finished Village paving. Provide detail at this transition.

3.5.2.1 GENERAL REQUIREMENTS

- a) Carpeting, minimum 25 oz./sq. yd. yarn weight with branded nylon, shall be used in all sales areas except where other equivalent types of quality floor covering materials are specifically approved by Landlord.
- b) Where ceramic, clay or porcelain tile flooring abut carpeting, the tile shall terminate with a metal edging to prevent the tiles from cracking or chipping.
- c) If the Tenant elects to set the Tenant's storefront back from the lease line, the project standard paving shall continued to the storefront base or centerline of storefront closures.
- d) All concrete exposed within the Tenant's space must be treated with an approved architectural finish by the Tenant at the Tenant's expense.
- e) All floor penetrations must have prior written approval from the Landlord. All such penetrations shall be "core-drilled" or trenched and shall be coordinated in advance with the Landlord's Tenant Coordinator. All concrete pour backs shall be in accordance with Landlord's geo-tech recommendations.

- f) The Landlord strongly encourages the Tenant to research appropriate "sustainable" building materials for inclusion into their improvements.

3.5.3 CEILING DESIGN

3.5.3.1 CEILING HEIGHT

Ceilings shall be a minimum clear height of 12'-0" from the finished floor slab to overhead obstructions, except in areas otherwise specifically noted on the Landlord's drawings or observed during jobsite walk-through, or by approval from Landlord. If Landlord allows ceilings above 12'-0", any modifications to the Landlord provided structural, electrical, and fire sprinkler system shall be done at the Tenant's expense.

3.5.3.2 MATERIALS

The following finishes are generally allowed with specific approval of the Landlord:

1. Acoustical ceiling tile shall be 24" x 24" with tegular edges, 12" x 12" tile with hidden spline, or tile similar in appearance and quality. Standard 2'x4' acoustical tiles are not an approved material.
2. Gypsum board ceiling may not be spray textured. The Tenant shall provide for access to the plenum spaces above its store sufficient to allow for maintenance of all equipment, valves, switches or other items which may require periodic or emergency attention, or as otherwise required by code.
3. Exposed wood framing and combustible materials shall not be allowed above Tenant's finished ceiling.
4. Metal or cloth baffle systems.

5. Open cell metal grid system.
6. Suspended pipe frame grid and banners.

3.5.4 LIGHTING DESIGN

3.5.4.1 FLUORESCENT LIGHTING

Fluorescent Lighting shall be concealed in coves of soffits, and when used for general store lighting shall be contained within 2'-0" x 2'-0" deep cell parabolic type fixtures. Prismatic or sheet type acrylic lens are not permitted. Exposed fluorescent tubes are not permitted in any location. Fluorescent fixtures shall have electronic ballasts. To protect the visual environment, all of the Tenant's light fixtures shall be subject to approval regarding brightness and glare. Tenants are responsible for emergency lighting and exit signs as required to meet code.

3.5.4.2 TRACK LIGHTING

If fluorescent lighting is the primary lighting source, incandescent or halogen fixtures are preferred for accent lighting. Track heads are to be outfitted with shields or louvers unless these fixtures utilize low voltage lamps.

3.5.4.3 CASEWORK AND DISPLAY LIGHTING

Display cases are to be internally illuminated with adequate ventilation. Direct visual exposure of incandescent bulbs and / or fluorescent tubes is prohibited. All fixtures and conduit must be completely concealed and shall be fully detailed in construction documents.

3.5.4.4 SIGNAGE LIGHTING

Refer to Tenant Signage Criteria Manual

3.5.5 DOORS

Rear corridor doors will be provided by the Landlord. Permanent locking cylinders are provided by the Tenant at the Tenant's expense.

The Tenant shall not install any hardware or other devices that would prohibit the use of any emergency fire exit.

Relocation of an existing corridor door shall be subject to Landlord's approval and constructed by the Tenant at the Tenant's expense. Interior doors to storage or restroom areas shall not be located in customers' direct line of sight.

3.5.6 KEYING

The Tenant shall coordinate hardware and keying as outlined in the shell construction documents provided to the Tenant.

3.5.7 FIRE ALARM

- a. Landlord has designed and installed a fire alarm system that includes a junction box within each leased Tenant space. Each junction box is provided with a fire alarm monitor module and circuitry for signal interface connection between the Tenant's and the Landlord's fire alarm system.
- b. Tenant shall utilize the Landlord's fire alarm contractor for all new fire alarm installation and alterations to the existing building shell fire alarm system at the Tenant's sole cost.
- c. Tenant's architect must submit a complete electrical plan for the use of the Landlord's fire alarm contractor who will generate all fire alarm drawings as required by local authorities.

3.6 FOOD SERVICE CRITERIA

3.6.1 SERVING COUNTERS

Tenants with a serving counter shall place it a minimum of fifteen feet back from the Lease Line and shall be no higher than 3'-6" high. Sneeze guards and cooler display units must be built-in and fully integrated into the counter design. The

serving counter must comply with ADA and all governing agencies.

3.6.2 FURNISHINGS / OUTDOOR SEATING

All interior furnishings must be designed for commercial use. Furnishings visible to the public are subject to approval by Landlord.

Some Restaurant Tenants may have a designated outdoor seating area outside of the lease premises for dining and are responsible for providing and installing furnishings and fixtures. Tenant must obtain Landlord approval on all furnishings and fixtures prior to installation. If exterior heaters are used within the Seating zone, they are required to be grade mounted or overhead natural gas units. Coordinate with the Landlord's architect in advance to establish piping layout. Portable heaters are discouraged.

Where required by the Local Alcohol Bar Control (ABC) law, a barrier must be installed by the Tenant at the Tenant's expense and must conform to the architectural intent of the Project.

3.6.3 FOOD SERVICE EQUIPMENT

The Tenant equipment on the front counter is to be set back a minimum of six inches (6") from the front edge. Beverage machines, cash registers, cup dispensers and other miscellaneous equipment on the front counter must be concealed by counter design. No used equipment may be installed. No simulated wood-grain finish is permitted on equipment within the public view.

3.6.4 DISPLAY CASEWORK

Displays set in front counters are limited to six inches (6") overall height above finished floor. Displays that are mounted on the front counter shall be protected by transparent glass or acrylic guards. Glass must be tempered for safety. All display cases must be lighted and vented.

Color-corrected fluorescent lighting integral with food display casework is allowed. Direct visual exposure of incandescent bulbs and/or fluorescent tubes is not permitted.

3.6.5 HOODS

Kitchen hood exhaust ductwork shall be constructed per all applicable codes. Ductwork hangers and supports shall be sized to accommodate the added weight of the fire suppression agent and prevent the duct from collapsing.

3.6.6 GREASE TRAPS

Restaurant Tenants shall provide their own grease trap. Tenant shall clean their filters, duct systems, exhaust hoods and grease collecting devices on a regular basis. These Tenants shall also take the appropriate steps necessary to prevent the depositing and accumulation of grease on the roof including but not limited to the use of a Grease Guard or equal type of the system. Damage to the roof resulting from Tenant neglect shall be repaired by the Landlord at the Tenant's expense. The Landlord reserves the right to maintain the Tenant's hood and grease collecting devices at Tenant's expense.

3.6.7 ACCESS

Provide access doors in ductwork for maintenance as required by code.

3.7 MECHANICAL SERVICE CRITERIA

3.7.1 GENERAL REQUIREMENTS

The Tenant shall provide a complete, operational HVAC system for their premises at Tenant expense. The roof structure will have a mechanical zone specified by Landlord above the Premises where all rooftop HVAC units must be located. HVAC units shall be placed within the structural zone indicated on Landlord's shell drawings. Tenants should anticipate using standard single zone packaged

rooftop units. Tenant is responsible for any repairs to Landlord's roof caused by Tenant's work.

Tenant shall provide rooftop "traffic pads" to and around all Tenant supplied rooftop mechanical equipment from roof access hatch. Coordinate this work with other Tenants.

All roof membrane repair and patching necessitated by Tenant's work is to be performed by Landlord's roofing contractor at Tenant's expense.

3.7.2 DESIGN CONDITIONS

Specific Atmospheric Criteria for Mechanical Equipment design will be provided by the Landlord for the Tenant's use in designing Mechanical systems.

3.7.3 DUCTWORK

Routing of any ductwork through adjacent tenant spaces will not be allowed.

Sheet metal supply ductwork shall be insulated per American Society of Heating, Refrigeration, Air Conditioning Engineers (ASHRAE), UBC, IMC and local code standards. Insulated flexible ducts with spin-in collars can be used between main duct and outlets if the maximum length does not exceed 8'-0" and include more than one 90-degree elbow.

3.7.4 AIR DISTRIBUTION

All air distribution systems shall be in accordance with SMACNA (Sheet Metal and Air Conditioning Contractors National Association) low velocity standards and details, including air supply, return air distribution to all supply and return registers. The distribution system shall be furnished with all necessary air control devices to properly control supply and return air

3.7.5 NOISE AND VIBRATION

Mechanical equipment to be installed by the Tenant must confirm to the following noise and vibration limits:

1. Equipment must not produce sounds that exceed 60 decibels at the unit.
2. Equipment must be on an adequate resilient isolation system to provide at least 95% efficient vibration isolation of all frequencies generated by the machinery or equipment.

3.7.6 EXHAUST SYSTEMS

1. Any Tenant with odor-producing operations must provide an adequate exhaust and ventilating system, at the Tenant's expense. Operations that produce undesirable odors (i.e. hair salons, manicuring salons, shoe repairs, pet stores) must engineer and install an independent exhaust and make-up air system at Tenant's expense.
2. To prevent migration of odors, heat or moisture to adjacent spaces, make-up air must be at 90% or greater of the exhaust quantity. Exhaust air quantities shall meet the requirements of the ASHRAE and in no case be less than required by code. This requirement will be strictly enforced by the Landlord.
3. No exhaust or vent shall be located within fifteen feet (15) of any supply air intake.
4. All toilet room exhaust fans must be provided with a back draft damper and connected to a separate system provided and installed by Tenant

3.7.7 FIRE AND SMOKE DAMPERS

The Tenant shall provide fire and smoke control dampers as required by code. Provision shall be

made for sufficient access to each fire damper. All fire dampers must be approved for use in this municipality by code compliance and carry evidence of UL approval. Fire dampers shall not be installed in openings and ducts which serve as a part of a smoke control system or plenum.

3.7.8 AIR BALANCE

Air balance of all HVAC, exhaust and make-up air systems shall be the responsibility of the Tenant. The Tenant shall furnish the Tenant Coordinator three (3) copies of a certified air balance report prepared by an independent HVAC Contractor for Final Acceptance by Landlord.

3.7.9 FOOD SERVICE TENANTS

- a) Food Service Tenants shall provide all necessary fans, hoods and ductwork for a completely functioning kitchen mechanical system. The hoods and exhaust ducting are to be designed in accordance with all applicable codes and the Landlord's requirements. The Tenant shall be solely responsible for all associated costs in providing and installing kitchen hoods and kitchen hood fire protection equipment. All work required to accommodate the hood and duct connection shall be the sole responsibility of Tenant. All special equipment required to support the Tenant's operation shall be provided by the Tenant at the Tenant's expense.
- b) All kitchen hood drawings shall be submitted with Final Construction Documents for the Landlord's approval. The Tenant is required to utilize UL, UMC, UBC and F.M. approved materials and system design.
- c) The Tenant shall submit with its drawings a duct diagram showing

exhaust and make-up air ducting and air quantities.

- d) All kitchen exhaust systems fire protection schemes are to meet the criteria of NFPA-95 and shall conform to local governing agencies.
- e) All freezer boxes shall be provided with insulated floor systems as recommended by the equipment manufacturers. Exposed concrete floor slabs as the only floor are not permitted.
- f) Condensate lines for refrigeration and / or air conditioning must terminate within the Tenant's space in accordance with applicable codes.
- g) Heat from walk-in coolers, refrigerators, etc. must not be rejected to the return air plenum. Heat must be rejected directly to the outside, utilizing split system refrigeration equipment if necessary at the Tenant's expense.

Air Balance

3.8 ELECTRICAL SERVICE CRITERIA

3.8.1 GENERAL REQUIREMENTS

1. The Tenant, at its expense, shall provide all electrical work which shall include, but shall not be limited to, designing, furnishing and installing the following electrical equipment and services in the Premises described below in accordance with all governing codes. Tenant shall provide Landlord with proof of electrical inspection prior to Tenant's occupancy.

2. Tenant's total connected load shall be limited to the maximum allowable lighting load per the California State Energy Code, plus a reasonable amount of miscellaneous equipment load.
3. The Tenant shall be responsible for contacting directly with the Utility provider for installation of temporary and permanent service and the meter at the Landlord-provided meter base.
4. The Tenant shall be responsible for consulting with the telephone company and arranging for service from the Landlord's designated point to its prospective location. Telephone service from the designated service point to the Tenant's space shall be by the Tenant. Any exposed cable in the ceiling plenum shall be plenum-rated.
5. Electrical work shall be installed so as to be readily accessible for operating, servicing, maintaining, and repairing. Hangers shall include all miscellaneous steel, such as channels, rods, etc., necessary for the installation of the work. Fasten hangers to steel, concrete, or masonry elements only. Tenant shall not fasten or suspend products from mechanical work or roof deck.
6. All conduit shall be concealed.
7. Tenant shall furnish and install all electrical materials, required for the operations of the Tenant. These materials include but are not limited to:
 - a. Primary and secondary conduit.
(Provide conductor, connect main service to the meter base and provide required disconnect breaker.)
 - b. Circuit breakers.
 - c. All branch circuit wiring, conduit, boxes, receptacles, lighting fixtures, lamps, clocks, signage, grounding, etc.
 - d. Security equipment with conduit and outlets, if desired.
 - e. Exit lights and emergency lighting.
 - f. Disconnecting means for signs or outline lighting per latest adopted version of the NEC.

3.8.2 MATERIALS STANDARDS

1. Electrical materials shall be new, shall meet NEC standards, shall bear the UL label, and shall be compatible with the general architectural design.
2. All Tenant branch circuit wiring shall be soft-drawn annealed copper with color coded insulation.
3. Branch circuit wiring used underground or in wet locations shall be XHHW or THWN insulation.
4. Branch circuit conductors shall not be smaller size than No. 12.
5. Communication, signal and control wiring shall be sized in accordance with equipment manufacturer's recommendations.
6. Disconnects shall be either fusible or non-fusible, as required. Disconnects shall be heavy duty, NENFA type, as required.
7. All devices connected to the electrical system shall bear the Underwriter's Laboratories (UL) Label.
8. Ballasts shall be an energy saving type.
9. Conduit shall be GRS, IMC, EMT or flexible steel.
10. Devices shall be specification grade.
11. All conductors shall be terminated in proper terminals and shall be in conduit.
12. The neutral bus in all panels is to be isolated from a grounding bus.

13. Transformers to be three phase, have Class H insulation with multiple taps above rated voltage and have demand load not greater than 80% of the transformer rating.

3.8.3 EMERGENCY LIGHTING

Tenant shall provide emergency pathway lighting and (dual circuit) "exit" lights where required in Tenant's store per all applicable codes. Emergency battery units and equipment must be permanently installed and connected. Cords and plugs are not permitted.

3.8.4 CABLE TELEVISION

1. Cable television installation and service charges for available cable shall be paid by the Tenant directly to the Cable TV utility company furnishing the installation and/or services.
2. Exterior antennas and satellite dish installations are NOT allowed unless prior written approval is received from the Tenant Coordinator.

3.9 PLUMBING SERVICE CRITERIA

3.9.1 GENERAL REQUIREMENTS

1. Tenant is responsible for providing and installing all plumbing systems. This includes water, sewer and gas rough-in, connections, fixtures and equipment.
2. Plumbing work shall conform to good engineering practice and shall be in accordance with industry standards, applicable plumbing codes and Landlord's requirements.
4. Piping shall be supported from hangers at an adequate distance with adequate supporting hanger rods fastened to building framing whenever possible. No supports shall be hung from the roof deck.

5. Plumbing shall not be installed in demising walls.

3.9.2 WATER

Landlord will provide water service to a common mechanical room in the building. The Location of the service will be shown on the Landlord's Shell drawings. Tenant is responsible for water pipe distribution to their space and installation of a tenant deduct meter for their space. Tenant is to supply and install the water meter for their Premises within two weeks of the Delivery Date. Approved meters for Tenant's Premises are as follows based on size of water service:

5/8" x 3/4"	Sensus SRII
3/4" x 3/4"	Sensus SRII
1"	Sensus SRII
1-1/2"	Sensus SR
2"	Sensus SR

ALL METERS ARE TO HAVE AMR CAPABILITY AND ARE AVAILABLE FROM WATERMETRICS WEST, 16120 SW 72ND AVE., TIGARD, OR 97224. CONTACT IS PAT HEFFERNAN

3.9.3 SANITARY SEWER

1. The Landlord shall provide a sanitary sewer branch line below the slab within the Tenant's Premises in accordance with Exhibit C of the Tenant's Lease. Tenant shall design and install all sanitary waste facilities and necessary extensions of service. Refer to Section 6.1.2 for the required method of dealing with penetrations of the methane barrier located below the slab on grade.
2. Piping and main pipes shall be service weight cast iron. Branch drain pipes and vent pipes two inches (2") and smaller may be galvanized steel pipe, copper tube D.W.V. weight or heavier. Cleanouts shall be installed as required by the applicable codes. Cleanouts shall be installed at a maximum of 75 linear feet. No cleanouts shall be permitted above

suspended ceilings and shall be terminated flush with the finished floor or wall.

3.9.4 PLUMBING VENT RISER

The Tenant shall not penetrate the roof membrane with vent risers. The Tenant shall design and install all extensions of vent lines to the Landlord-provided vent risers.

3.9.5 RESTROOMS

1. Each Mall Tenant with premises in excess of 750 sq. ft. must have a minimum of one restroom designed for use by both sexes. Separate restrooms shall be provided for each sex when the number of employees exceeds ten (10). Any Tenant serving food or beverages and providing its own seating shall provide separate restrooms for each sex.
2. The Tenant water closets may be flush tank type.
3. The Tenant shall provide a 3" (minimum) self-priming floor drain and vent in toilet areas and other areas of high water usage.

3.9.6 DOMESTIC WATER

1. The Landlord has provided a cold water line within the ceiling plenum near the Tenant's space in accordance with Exhibit C of the Tenant's Lease. Verify service size with Landlord's shell drawings.
2. The Tenant shall design and install all facilities and extensions of service within its premises.
3. Food Service Tenants and high water consumption Tenants shall make the connection to the Landlord-furnished domestic cold water supply, install a remote reading meter in accordance with Section 3.2.7 of this Tenant Criteria Manual.

4. Domestic water piping shall be Type M copper with wrought copper fittings, joined with ASTM 95-5 solder. Tenant shall provide dialectic fittings when joining or abutting dissimilar metals.
5. Tenant shall install air chamber, thrust blocks, or shock absorbers in its piping system to prevent noise and damage due to water hammer. Branch piping shall have accessible service valves. Tenant shall provide accessible shut off valves on all supply piping to fixtures.
6. Tenant shall insulate domestic hot and cold water piping with 1/2" thick fiberglass insulation with a non-combustible UL rated vapor barrier jacket or closed cell flexible insulation. Any Tenant having drain lines above lower level ceilings subject to water temperatures below 58 degrees shall insulate such drain lines as described for hot and cold water.
7. Piping shall be supported from hangers at an adequate distance with adequate supporting hanger rods fastened to building framing whenever possible. No supports shall be hung from the roof deck.
8. The Tenant shall provide accessible clean-outs in toilet areas. The Tenant shall provide a back flow preventer.

3.9.7 WATER HEATERS

Tenant's water heaters shall be electric and shall be equipped with U.L. approved temperature and pressure relief valves piped to drain. Note: Food Tenants must use gas water heaters. Tenant shall provide a relief drain line to Tenant supplied floor drain. If the water heater is installed above floor elevation, it must sit in a galvanized pan. Relief valves must drain into pans and a drain line shall be provided from the pan to the floor drain. Hot water

heaters may be bracketed off or suspended from the existing structure, exterior, or demising walls with Landlord's approval.

3.9.8 GREASE INTERCEPTORS

Food Service Tenants shall provide grease interceptors in accordance with code requirements. Tenant must secure approval from Landlord on the location of grease interceptors. If the interceptors are not maintained to Landlord's satisfaction, Landlord may maintain grease interceptor at Tenant's expense.

3.9.10 HAIR AND LINT INTERCEPTORS

Styling salons shall provide hair and lint interceptors in accordance with code requirements. If the interceptors are not maintained to the Landlord's satisfaction, The Landlord may maintain hair and lint interceptor at the Tenant's expense.

3.9.11 GAS SERVICE

1. If required, the Tenant's Contractor shall install and extend gas piping from the gas meter base located in the Meter Room to the Tenant's Premises as directed by the Landlord. Gas piping shall be of welded construction, except for the final connections to the meter and equipment. All gas piping shall be installed beneath the roof deck and labeled. Tenant penetrations of Landlord's roof are to be repaired by

Landlord's roofing contractor at Tenant's expense.

2. Tenants using gas for cooking must run gas piping vertically through plenum space above the ceiling in a sleeve vented to the outside air. All gas piping in Tenant's space must be exposed and labeled.
 - a. Tenant shall order gas service from the Natural Gas service provider. The gas connection shall be by the Tenant's Contractor and at Tenant's expense.
 - b. Food Service Tenant's with exhaust hoods shall provide a gas interlock to shut-off the gas supply to their equipment when the hood fire suppression system is activated, as required by code.

SECTION 4

CONSTRUCTION CRITERIA

4.1 INTRODUCTION

This section outlines the general conditions and basic ground rules for all contractors and their suppliers working on The Tenant's premises. The following items should be incorporated into each of Tenant's construction contracts.

4.2 PRE-CONSTRUCTION MEETING

Prior to the Tenant's commencement of construction, the Tenant shall contact the Landlord's Tenant Coordinator to schedule a mandatory pre-construction meeting with the Landlord's Tenant Coordinator. At this meeting the contractor will be required to provide and/or acknowledge the following:

- Construction Contractors Board Number.
- Insurance Certificate in compliance with Appendix XX.
- Ten thousand dollar (\$10,000.00) Contractor's Damage Deposit.
- List of subcontractor's.
- Contact Information including address, phone, fax, cell phone and 24-hour emergency phone numbers for the Tenant's contractor, Project Manager, Site Superintendent and all major subcontractors.
- Landlord approved Tenant's plans to be left at jobsite.
- Building permit.
- Construction schedule for Tenant's work.
- Safety Plan. The job-specific Safety Plan is to be available at the Tenant's Premises for inspection by Landlord. The Safety Plan is to be specific to the construction of the Tenant's premises and is to address fall protection and any other hazards anticipated to be encountered during construction.

- MSDS books including all hazardous materials expected to be used by the Tenant's contractor and subcontractors are to be available at the Tenant's Premises at all times. MSDS documentation is to be specific to the project.
- Signature by Tenant of the meeting agenda acknowledging their attendance and understanding of the requirements listed therein.
- Following the successful completion of the preceding activities the Tenant's construction may proceed upon Landlord's Delivery of the Space to the Tenant.

4.3 CONSTRUCTION SAFETY

- a) Tenant's contractor shall comply with all applicable safety codes and regulations. All work is to be performed in accordance these safety codes and regulations. Tenant's contractor shall take all necessary precautions to safeguard all workmen and the public and to preserve all private and public property. Landlord reserves the right to stop Tenant's work in the event that Tenant's work is being performed in an unsafe manner, until such time as the unsafe situation is remedied.
- b) Tenant's contractor or its subcontractors are prohibited from consuming or being under the influence of alcohol or any other intoxicant while on the project site (including Tenant's premises, and vehicles parked on project property).
- c) Routine inspections may be performed by the Landlord or the Landlord's Tenant Coordinator to assess the performance of the Tenant's contractor on project progress, safety,

- and adherence to the requirements of the TCM.
- d) Tenant's contractor is required to properly protect its work with lights, guard rails, barricades, warning signs, etc. as may be applicable to the specific work being performed and the requirements of the governing safety authorities.
 - e) Tenant's contractor is to provide onsite fire extinguishers labeled with current inspection tags at all times. A minimum 20 lb. ABC rated extinguisher is required.
 - f) Hardhats and safety glasses are to be worn on the project site at all times.
 - g) Proper safety attire is required including boots (no sandals, tennis shoes, etc. are allowed), sleeved shirts and long pants (no cut-offs, shorts, sweatpants, etc. allowed).
 - h) Electrical cords on all equipment are to be undamaged and equipped with functioning ground wire.
 - i) No portable radios, boom boxes, or headsets are allowed on the project site.
 - j) Proper notification of the Landlord and all other workers on the project site per Federal and State OSHA is required for the use of any hazardous materials. Proper safety procedures for the use of the specific materials are to be observed any time hazardous materials are being used (including ventilation, tenting of affected areas, and proper personal protective equipment for personnel using the material, etc.).
 - k) No asbestos or PCB's containing material or equipment are allowed on the premises.
 - l) Tenant's contractor is to provide a fire watch during and one-hour after completion of welding activities. Landlord's Tenant Coordinator to be notified 24 hours in advance of Tenant welding. Welding activities are to be performed in accordance with all applicable codes and ordinances.
 - m) All work on Landlord's electrical switchgear is to be scheduled with Landlord and Landlord's electrical contractor. Landlord reserves the right to pre-approve Tenant's electrical subcontractor(s).
 - n) Proper lockout / tag out procedures are to be utilized for all work on Landlord's electrical panels.
 - o) Tenant's electrical contractor is to submit to Landlord a schedule of all anticipated work on Landlord's switchgear and meter banks. Schedule is to indicate the estimated time of the work, power outages (if any), and the description of the work to be done. All power outages are to be approved 24 hours in advance by Landlord's Tenant Coordinator.
 - p) No animals are allowed on the project site. This prohibition includes animals within vehicles.
- 4.4 CONTRACTOR'S CONSTRUCTION & DAMAGE DEPOSIT**
- The Tenant's contractor shall pay to the Landlord, prior to commencement of construction activities,

a ten thousand dollar (\$10,000.00) cash deposit to apply toward the repair of any potential damage by the Tenant's contractor to the Landlord's property (cost + 25%), coordination of Tenant's work with project construction activities (coordination fee), cleanup due to the contractor's non-conforming house-keeping, and/or completion of punchlist items not completed by the Tenant's contractor. The unused portion of this deposit will be returned to the Tenant's contractor upon completion of the Landlord's punchlist for the space and Landlord's receipt of the Tenant's Certificate of Occupancy.

4.4.1 LANDLORD'S FEE FOR TEMPORARY TOILETS AND DUMPSTERS

See Landlord's Tenant Coordinator for more information.

4.5 CONTRACTOR PARKING

See the Landlord Tenant Coordinator for current parking details.

4.6 SECURITY

Tenant's contractor is to secure and make safe their work site against public entry.

4.7 PERMITS & INSPECTIONS

4.7.1 REQUIRED PERMITS

Refer to Items 2.11.1 and 2.11.1.1, Required Permits and Approval Times.

4.7.2 INSPECTIONS BY GOVERNING AGENCIES

The Tenant or its contractor is responsible for obtaining all required inspections by all authorities having jurisdiction. The Tenant's contractor is responsible for correcting all deficiencies recorded by the authorities having jurisdiction during their inspections.

4.7.3 LANDLORD'S INSPECTIONS

During the construction of the Tenant's store, the Landlord's representatives may inspect periodically to determine whether construction conforms to the approved plans and specifications and the provisions of this TCM. Should there be any discrepancy, the Tenant's Work may be halted until the discrepancy is resolved. In no event do such inspections or the subsequent results of such inspections place any responsibility on the Landlord.

4.8 TENANT'S CONTRACTOR & SUPPLIERS

1. The Tenant's contractor must be onsite at all times to supervise the subcontractor's work in the Tenant space.
2. The Tenant's contractor must provide the Landlord with a list of subcontractors prior to the pre-construction meeting described above. The Landlord reserves the right to approve all contractors and suppliers.
3. In the event that Tenant's contractor violates any of Landlord's standards as stipulated in this TCM, the requirements of the Lease, or becomes involved in a labor dispute, then the Landlord, at its sole discretion, may order Tenant's contractor or subcontractors to cease work and to remove itself, its employees and its equipment from Landlord's property upon 24 hours written notice.
4. The Landlord requires that the Tenant utilize the Landlord's contractors for certain aspects of the work, including roof repairs due to the Tenant's work, HVAC system on Landlord's roof, fire sprinkler system additions and modifications, fire alarm system additions and modifications. A complete listing of Landlord's subcontractors is available from the Landlord's Tenant Coordinator.

4.9 COORDINATION

The Tenant's work shall be coordinated with the Landlord's work as well as with the work of the other tenants in the shopping center, so that the Tenant's work will not interfere with or delay the completion of construction in the shopping center. Refer to Section 4.15 regarding specifics of work scheduling and site deliveries.

The Tenant's contractor is responsible for attending weekly site coordination meetings conducted by the Landlord or the Landlord's Tenant Coordinator for the purpose of identifying and scheduling the Tenant's construction activities and material deliveries with those of other tenants and the site General Contractor. Failure to attend meetings and / or coordinate construction and deliveries that affect other tenants, site General Contractor, or Landlord may result in cessation of Tenant's offending work activities or rejection of Tenant's unscheduled deliveries. Landlord's Tenant Coordinator is the sole point of contact for scheduling construction activities and deliveries. Costs associated with Tenant's failure to coordinate and schedule work shall be the responsibility of the Tenant.

4.10 COORDINATION FEE

The Landlord reserves the right to charge a fee for coordination of the construction among the multiple tenants on the project.

4.11 LABOR RELATIONS

Union Labor Provision: The Tenant agrees to comply with any union labor provisions as may be required by the Landlord, and the Tenant agrees to do nothing to cause the picketing of the construction site (or Shopping Center) by any labor unions. The Tenant shall employ only such labor in the performance of Tenant's Work as will work harmoniously with the other labor employed on the Project and, as such further labor is employed on the Project, will continue to work harmoniously with the other Project labor. The Tenant will

require its labor to comply with any designated gate program established at any time on the site. Costs incurred by the Landlord, including but not limited to management, clerical and trade labor, printing, copying, faxing, and legal fees, to re-establish gates tainted by the Tenant or its agents shall be reimbursed by the Tenant to the Landlord at 115%.

The Tenant shall not cause, in whole or in part, any work stoppages or strikes on the Project. If the Tenant causes, in whole or in part, any work stoppages or strikes on the Project, the Tenant shall promptly take whatever steps are legally available to terminate the work stoppage or strike. Should there be a work stoppage or slowdown caused by a strike, picketing or boycott by any of the Tenant's employees, subcontractors or, his agents, suppliers and/or sub-tier subcontractors, The Tenant shall take any and all actions necessary to correct the problem. Should a dual-gate system become necessary as a result of the Tenant's work, the Landlord will, at the Tenant's sole expense institute a dual-gate system in compliance with all applicable laws so as to minimize impact to other work at the Project site. Until the dual-gate system is put in place and legally established, the Tenant's work is to be shut down and the Tenant's subcontractors are to leave the Project until such time as an agreement is reached between the Landlord and the Tenant to re-commence construction activities. The Tenant shall be responsible for all costs and delays incurred due to the Tenant's labor disruptions.

4.12 QUALITY STANDARDS

All of the Tenant's contractor's work shall be performed in a thorough, first class, and workmanlike manner, and shall be in good and usable condition at the date of the completion of the work.

4.13 SPACE ACCEPTANCE BY TENANT

By occupying the designated space for construction activities, the Tenant shall be deemed to have accepted the premises as-is, acknowledged that the Landlord has completed the work required pursuant to the Lease, and have agreed that the Landlord is not then in default in any of its construction obligations under the Lease.

4.14 MODIFICATION TO EXISTING FACILITIES

Any modification, revision, addition, or unusual shell structure loading must receive the prior written approval from the Landlord or the Landlord's Tenant Coordinator. Once approved, construction of the revisions is contingent upon approval of the Tenant's engineered drawings by the Landlord's structural engineer. Such modifications will be at the Tenant's expense including any design, engineering, permits, inspection and construction costs.

4.15 SCHEDULING WORK

The Tenant and its contractor shall schedule and coordinate all of its construction activities and deliveries with the Landlord's Tenant Coordinator.

4.16 TEMPORARY POWER

The Tenant's contractor must make arrangements with Portland General Electric to receive temporary power. The Landlord will have its primary system energized prior to the start of Tenant Improvements. Connection to the Landlord's system for purposes of temporary power must be coordinated with the Landlord and the local utility provider. Tenant's contractor is to provide GFI protection for all temporary power.

4.17 TEMPORARY STOREFRONT

After the opening of the Center, all construction must be done behind temporary storefronts/barricades. Refer to Exhibit A-4 for example. These enclosures are to be provided by

the Tenant at the Tenant's expense. This enclosure may be pushed out into the Center four feet beyond the lease line to allow work on Tenant's storefront. The Contractor shall remove and dispose of the temporary storefront upon completion of Tenant's Work as directed by the Tenant Coordinator at the Tenant's expense. All work involving the Temporary Storefront shall be done during Center off-hours.

The Tenant's Contractor is responsible to maintain a neat, aligned and clean appearance of the temporary storefront.

If access to the workspace is through the temporary storefront, The Tenant's Contractor shall provide a flush mounted, lockable door painted to match the storefront.

If Tenant's space has an existing temporary storefront closure, this closure will be sold to the Tenant and may be relocated to form the majority of Tenant's required temporary storefront.

4.18 HOUSEKEEPING & MATERIAL HANDLING

- Once construction begins in Tenant's space, that area becomes the responsibility of Tenant and its contractor. The area outside Tenant's space is to be kept clean and cleared of debris on a daily basis. If Tenant's work area is not kept clean or if the trash is not removed, Landlord will notify Tenant and Tenant's contractor. Failure to immediately respond to the required cleanup will result in Landlord's cleaning of the area at Tenant's expense plus an administrative fee from the contractor's construction damage deposit. The Landlord has implemented a site-wide dumpster program for the use of all Tenant Contractors. See section 6.4.1 of this Tenant Criteria Manual. Location of

dumpsters is coordinated by Landlord's Tenant Coordinator.

- The Tenant's contractor is responsible for the removal and proper legal disposal of all surplus construction material from the project site. The Discharge of any material into the Landlord's plumbing, storm sewer system, or trash containers is prohibited.
- The Tenant's contractor is responsible for prevention of construction dust migration from their workspace.

4.19 TENANT'S CONSTRUCTION DRAWINGS

One set of plans bearing the Landlord's representative's review and approval stamp must be kept on the premises at all times. The Tenant's contractor is to use this set of drawings along with the City approval set as the Master Construction Documents for the Tenant's space.

4.20 SIGN POSTING

Neither the Tenant's Contractor nor its subcontractors shall be allowed to post any signage containing the name or advertising of their firm to any part of the temporary storefront or any exterior wall of the Center. Contractor signs will be allowed only on equipment and field office and must be approved in advance by the Landlord's Tenant Coordinator. Contractors may post one sign with a maximum size of signage of 2'x4'. Landlord may post a "Coming Soon" sign on front of Tenant's temporary storefront.

4.21 AS-BUILT DRAWINGS

At the completion of construction, the Tenant shall provide one complete set of reproducible as-built drawings and one complete set of drawings in CAD format to the Landlord. As-built drawings shall be professionally drafted in the same manner as the original documents and show all modifications as if they were included in the original drawings. No

clouds or other highlights shall be used to indicate areas of modification. Titles and dates shall be added to the drawings to distinguish them as as-builts. The As-built documents shall include Architectural, Structural, Mechanical, Plumbing, Fire Protection, and Electrical (including low-voltage security and sound systems drawings).

4.22 PUNCH LIST

The Tenant's contractor shall notify the Landlord's Tenant Coordinator in writing when they are substantially complete and request a final inspection from the Landlord. The Landlord shall provide the Tenant's contractor with a formal written punch list that shall describe any construction deficiencies pursuant to the standards established in this TCM and approved plans. Any punch list work not completed within twenty (20) calendar days from the date of the punch list may, at the Landlord's option, be completed by the Landlord and the cost deducted from the Tenant's contractor's construction damage deposit.

4.23 LANDLORD'S FINAL ACCEPTANCE:

In order for the Tenant to receive the Landlord's Final Acceptance, the Tenant must, within twenty (20) calendar days of the date the Tenant opens for business, obtain and present to the Landlord a three (3) ring binder with labeled tabs, the following documentation:

1. A copy of the Certificate of Occupancy issued by the XXXXX Building Department, or a copy of the final inspection report authorizing occupancy by the XXXXX Building Inspector will suffice until the receipt of the official Certificate of Occupancy.
2. Sign-off from XXXXX Health Department (if applicable).

3. Copies of Building Permits and other required permits, indicating inspections and approvals by all appropriate agencies.
4. As-Built drawings of the Tenant's work as described in Section 6.24.
5. Certified HVAC test and balance reports for the Tenant's space as described in Section 4.7.8.
6. The completed Landlord and Tenant punch list, initialed by the Landlord's representative.
7. Warranty letters from all sub-contractors for work, materials and equipment provided/performed in the Tenant's space. All warranties shall be for one (1) year from the date of occupancy.
8. Certification from the Tenant's contractor that all products installed in the Tenant's space are hazardous material-free.
9. Copies of unconditional lien releases from the General Contractor and all sub-contractors.
10. Cut sheets for all plumbing fixtures installed, including maintenance instructions.
11. Cut sheets for all electrical systems installed, including maintenance instructions. This should also include specifications for lamps and replacement parts.
12. Cut sheets for all HVAC equipment and components. This should include all specifications for replacement parts and maintenance schedules.
13. Cut sheets for all kitchen equipment installed. This should include all specifications for replacement parts and maintenance schedules.
14. If applicable, information on the storefront system. This should include, vendor information, storefront type, structural calculations, warranty letter and maintenance specifications.
15. If applicable, exterior storefront finishes. This should include installation specifications, maintenance specifications and warranty letter.